

January 15, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: HOLLYLYNN FORD, CPPB
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE-Addendum #2-Effective December 3, 2009**
CONTRACT NO. GSS08004-Tires
TIRES AND TUBES

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a two (2) year period from January 1, 2008 through December 31, 2009. Each contract may be renewed for an additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended one (1) additional year through December 31, 2010.

3. VENDORS:

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See Attached.

4. SHIPPING TERMS:

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See applicable terms per each group.

5. DELIVERY AND PICKUP:

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See applicable terms per each group.

6. PRICING:

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Prices will remain firm for the term of the contract year.

2010 Pricing attachments labeled Goodyear & Michelin pricing sheets can be found here:

<http://gss.omb.delaware.gov/contracting/contracts/004.shtml>

NOTE: Purchase orders and Invoices should be sent directly to the local dealer of the agency's choice.

MANUFACTURER					
<u>GOODYEAR TIRE & RUBBER CO.</u> Fed E. I. No.: 34 0253240	Address	County	Contact Person	Phone	Fax:
Palumbo's Car Center	2515 Pulaski Highway Glasgow, DE 19702	New Castle	John Palumbo	302-368-2800	
Bear Tire and Service, Inc. Bear Goodyear	100 Buckley Blvd., Route 40 Bear, DE 19701	New Castle	Dave Patterson	302-324-1700	302-429-0101
Diamond State Tire	3482 Wrangle Hill Rd Bear, DE 19701	New Castle	Ed Long	302-836-1919	302-836-0652
Goodyear Auto Service Center	195 & Naaman's Rd Claymont, DE 19703	New Castle	Bob Morisco	302-798-6896	610-485-2681
Carl King Tire Co., Inc.	4430 Haveg Road Middletown, DE 19709	New Castle	Dick Hawes	302-378-3801	302-378-5414
Delaware Tire Center	209 S Governors Ave Dover, DE 19904	Kent		302-674-8204	302-674-5119
Service Tire Truck Center	220 Marsh Lane New Castle DE 19720	New Castle	Ron Bennett	302-428-8473	
Just Tires	71 Christiana Road New Castle DE	New Castle	Dave Feliciano	302-322-8069	302-322-6820
Newark Tire & Service Inc	60 Chestnut Hill Plaza Newark, DE 19711	New Castle	Dave Patterson	302-731-1150	302-429-8559
Kirkwood Tire Company	1929 Kirkwood Hwy Newark, DE 19711	New Castle	Ed Ward	302-737-2460	302-368-3983
Bargain Tire Center	3415 Market Street Wilmington, DE 19802	New Castle	Mario Ferroni	302-764-8900	302-764-8969
Delaware Tire Center	616 S College Ave Newark DE 19711	New Castle		302-3682531	
Just Tires	3217 Robert Kirkwood Hwy Wilmington, DE 19808	New Castle	.	302-998-0428	
Carl King, Inc.	109 S. Main St Camden, DE 19934	Kent	D Hawes	302-697-9506	302-697-9542
Admiral Tire	280 W Cowgill St Dover, DE 19901	Kent	RobertWilson Sr.	302-734-5912	302-734-7082

NOTE: Purchase orders and Invoices should be sent directly to the local dealer of the agency's choice.

MANUFACTURER					
<u>GOODYEAR TIRE & RUBBER CO.</u> Fed E. I. No.: 34 0253240	Address	County	Contact Person	Phone	Fax:
Tire Sales & Service	600 First State Blvd Newport, DE 19804	New Castle	Richard Jullian	302-994-2900	
Hockessin Tire Service	7300 Lancaster Pike Hockessin, DE 19707	New Castle	David Patterson	302-239-2512	302-239-5423
In & Out Tire & Auto Care	24572 Betts Pond Rd Millsboro, DE 19966	Sussex	William Schrider	302-443-1200	302-443-1203
Clarksville Parts Plus	RD 2, Box 157 Clarksville, DE 19970	Sussex	Dave Hamm President	302-539-1700	302-537-5906
Carl King Tire Co.	1045 Highway 1 Lewes, DE 19958	Sussex	D Hawes	302-697-9506	
Kings Auto Sales	955 Bay Road Milford, DE 19963	Sussex	David L. King President	302-422-6522	302-424-4665
Service Tire Truck Center	871 East Masten Circle Milford, DE 19963	Sussex		302-422-1585	302-422-1595
Ocean Ventures Inc.	3716 Highway One Rehoboth, DE 19971	Sussex	Richard Marsch President	302-227-0633	302-227-0821
Service Tire Truck Center	595 South Dual Hwy. Seaford, DE 19973	Sussex		302-629-5533	302-629-5691
Carl King Tire Company, Inc.	5 Gerald Court Delmar, DE 19940	Sussex	Richard Hawes	302-846-2732	302-846-2792

GOODYEAR TIRE AND RUBBER COMPANY

I. SERVICE CHARGE RATES: Standard (7:00 a.m. to 5:00 p.m.; Monday - Friday):

STATEWIDE	
Rate	\$ <u>60.00</u> per hour
Mileage	\$ <u>.40</u> per mile
Flat Rate	\$ <u>60.00</u> per call

NEW CASTLE COUNTY	
Rate	\$ <u>60.00</u> per hour
Mileage	\$ <u>.40</u> per mile
Flat Rate	\$ <u>60.00</u> per call

KENT COUNTY	
Rate	\$ <u>60.00</u> per hour
Mileage	\$ <u>.40</u> per mile
Flat Rate	\$ <u>60.00</u> per call

SUSSEX COUNTY	
Rate	\$ <u>60.00</u> per hour
Mileage	\$ <u>.40</u> per mile
Flat Rate	\$ <u>60.00</u> per call

GOODYEAR TIRE AND RUBBER COMPANY

II. EMERGENCY RATES: (ALL OTHER TIMES AND DAYS):

STATEWIDE	
Rate	\$ <u>90.00</u> per hour
Mileage	\$ <u>.40</u> per mile
Flat Rate	\$ <u>90.00</u> per call

NEW CASTLE COUNTY	
Rate	\$ <u>90.00</u> per hour
Mileage	\$ <u>.40</u> per mile
Flat Rate	\$ <u>90.00</u> per call

KENT COUNTY	
Rate	\$ <u>90.00</u> per hour
Mileage	\$ <u>.40</u> per mile
Flat Rate	\$ <u>90.00</u> per call

SUSSEX COUNTY	
Rate	\$ <u>90.00</u> per hour
Mileage	\$ <u>.40</u> per mile
Flat Rate	\$ <u>90.00</u> per call

GOODYEAR TIRE AND RUBBER COMPANY

III. SUSPENSION/ALIGNMENT (OPTION) RATES:

STATEWIDE: FLAT RATE	
Front End Alignment	
Rear-Wheel Drive	<u>\$ 49.00</u>
Front Wheel Drive	<u>\$ 49.00</u>
Rear Axle Alignment	
Front Wheel Drive	<u>\$ 59.00</u>

NEW CASTLE COUNTY	
Front End Alignment	
Rear-Wheel Drive	<u>\$ 49.00</u>
Front Wheel Drive	<u>\$ 49.00</u>
Rear Axle Alignment	
Front Wheel Drive	<u>\$ 59.00</u>

KENT COUNTY	
Front End Alignment	
Rear-Wheel Drive	<u>\$ 49.00</u>
Front Wheel Drive	<u>\$ 49.00</u>
Rear Axle Alignment	
Front Wheel Drive	<u>\$ 59.00</u>

SUSSEX COUNTY	
Front End Alignment	
Rear-Wheel Drive	<u>\$ 49.00</u>
Front Wheel Drive	<u>\$ 49.00</u>
Rear Axle Alignment	
Front Wheel Drive	<u>\$ 59.00</u>

NOTE: Purchase orders and Invoices should be sent directly to the local dealer of the agency's choice. **Awarded Groups:**

MANUFACTURER					
Michelin North America, Inc. Delaware Dealer/Distributor Listing	Address	County	Contact Person	Phone	Fax:
Delaware Tire Center Inc.	207 S. Governors Avenue #9 Dover, DE 19904	Kent		302-674-0234	302-674-5119
Hitchens Tire Service, Inc.	1046 N.E. Front Street Milford, DE 19963	Sussex		302-424-4724	302-424-4726
The Tire Rack, Inc.	300 Anchor Mill Road New Castle, DE 19720	New Castle		302-325-8260	302-325-8263
Valley Forge Tire & Auto	401 S. Dupont Hwy. New Castle, DE 19720	New Castle		302-328-2945	302-3278-2661
Delaware Tire Center, Inc.	616 South College Avenue Newark, DE 19713	New Castle		302-368-2531	302-454-1605
El's Tire Service, Inc.	2724 Pulaski Hwy Newark, DE 19702	New Castle		302-834-1997	302-834-8749
Tire Sales & Service, Inc.	600 First State Blvd. Newport, DE 19804	New Castle		302-994-2900	302-994-5639
Service Tire Truck Center	220 Marsh Ln New Castle DE 19720	New Castle		302-428-8473	302-428-0176
Tire Kingdom, INC	4600 Kirkwood Hwy Wilmington, DE 19808	New Castle		302-995-1689	302-998-6791
Tire Kingdom, Inc. #558	5508 Concord Pike Wilmington, DE 19803	New Castle		302-478-8013	302-543-6076
Service Tire Truck Center	24873 Sussex Hwy Seaford, DE 19973	Sussex		302-629-5533	302-629-5691
Service Tire Truck Center	871 East Masten Circle Milford, DE 19963	Sussex		302-422-1585	302-422-1595

MICHELIN NORTH AMERICA, INC.

I. SERVICE CHARGE RATES: Standard (7:00 a.m. to 5:00 p.m.; Monday - Friday):

STATEWIDE	
Rate	\$ <u>65.00</u> per hour
Mileage	\$ <u>0</u> per mile
Flat Rate	<u>0</u> per call

NEW CASTLE COUNTY	
Rate	\$ <u>65.00</u> per hour
Mileage	\$ <u>00</u> per mile
Flat Rate	<u>0</u> per call

KENT COUNTY	
Rate	\$ <u>65.00</u> per hour
Mileage	\$ <u>00</u> per mile
Flat Rate	<u>0</u> per call

SUSSEX COUNTY	
Rate	\$ <u>65.00</u> per hour
Mileage	\$ <u>00</u> per mile
Flat Rate	<u>0</u> per call

MICHELIN NORTH AMERICA, INC.

II. EMERGENCY RATES: (ALL OTHER TIMES AND DAYS):

STATEWIDE	
Rate	\$ <u>85.00</u> per hour
Mileage	\$ <u>00</u> per mile
Flat Rate	<u>0</u> per call

NEW CASTLE COUNTY	
Rate	\$ <u>85.00</u> per hour
Mileage	\$ <u>00</u> per mile
Flat Rate	<u>0</u> per call

KENT COUNTY	
Rate	\$ <u>85.00</u> per hour
Mileage	\$ <u>00</u> per mile
Flat Rate	<u>0</u> per call

SUSSEX COUNTY	
Rate	\$ <u>85.00</u> per hour
Mileage	\$ <u>00</u> per mile
Flat Rate	<u>0</u> per call

MICHELIN NORTH AMERICA, INC.

III. SUSPENSION/ALIGNMENT (OPTION) RATES:

STATEWIDE: FLAT RATE	
Front End Alignment	
Rear-Wheel Drive	\$ <u>55.50</u>
Front Wheel Drive	\$ <u>60.00</u>
Rear Axle Alignment	
Front Wheel Drive	\$ <u>65.00</u>

NEW CASTLE COUNTY	
Front End Alignment	
Rear-Wheel Drive	\$ <u>55.50</u>
Front Wheel Drive	\$ <u>60.00</u>
Rear Axle Alignment	
Front Wheel Drive	\$ <u>65.00</u>

KENT COUNTY	
Front End Alignment	
Rear-Wheel Drive	\$ <u>55.50</u>
Front Wheel Drive	\$ <u>60.00</u>
Rear Axle Alignment	
Front Wheel Drive	\$ <u>65.00</u>

SUSSEX COUNTY	
Front End Alignment	
Rear-Wheel Drive	\$ <u>55.50</u>
Front Wheel Drive	\$ <u>60.00</u>
Rear Axle Alignment	
Front Wheel Drive	\$ <u>65.00</u>

ADDITIONAL TERMS AND CONDITIONS

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7. **BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. **REQUIREMENTS:**

This contract is issued to cover the tire and tube requirements for all State of Delaware agencies and shall be accessible to any School District, Political Subdivision or Volunteer Fire Company.

12. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. **AGENCY'S RESPONSIBILITIES:**

The Agency shall give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. **FEDERAL EXCISE TAX/OTHER CHARGES:**

Vendors shall not charge the State Federal Excise Taxes or any other fees such as fuel taxes, etc... The State is exempt from all such fees.

17. **WARRANTY:**

The manufacturer's standard warranty for the applicable tire(s) shall apply.